

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

MARGIE M. ROBINSON, as the)
Personal Representative of the Estate)
of Christina Dawn Tahhahwah,)
Deceased,)

Plaintiff,)

vs.)

THE CITY OF LAWTON,)
OKLAHOMA, et. al.,)

Defendants.)

Case No: CIV-16-869-F

SETTLEMENT AGREEMENT

COME NOW the Plaintiff, Margie M. Robinson, as the Personal Representative of the Estate of Christina Dawn Tahhahwah, deceased, and the Defendant, City of Lawton, and submits this Settlement Agreement for approval by the Court. The terms of the Settlement Agreement are as follows, to wit:

1. That the Plaintiff files a Stipulation of Dismissal With Prejudice of all claims and causes of action against all remaining individually named Defendants (i.e., Terry Sellers, Stacey McMillion, and Daniel Hallagin) and Defendant City of Lawton, in the case styled Margie M. Robinson, as the Personal Representative of the Estate of Christina Dawn Tahhahwah, Deceased v. City of Lawton, et. al., Western District of Oklahoma, Case No. CIV-16-869-F;

2. That Defendant, City of Lawton, agrees to pay to the Plaintiff, Margie M. Robinson, as the Personal Representative of the Estate of Christina Dawn Tahhahwah, deceased, the sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) to be distributed as set forth herein, which includes settlement of all claims and causes of

action, costs, pre-judgment interest and attorney fees in the case styled Margie M. Robinson, as the Personal Representative of the Estate of Christina Dawn Tahhahwah, Deceased v. City of Lawton, et. al., Western District of Oklahoma, Case No. CIV-16-869-F;

3. That the Plaintiff agrees to accept said amount as a full, complete, and final compromise settlement of the case styled Margie M. Robinson, as the Personal Representative of the Estate of Christina Dawn Tahhahwah, Deceased v. City of Lawton, et. al., Western District of Oklahoma, Case No. CIV-16-869-F, and any and all claims and causes of action stemming therefrom, the liability for which Defendant, City of Lawton and all individually named Defendants deny;

4. That this settlement is an economic settlement of disputed claims and is in no way or manner an admission of liability on the part of any party;

5. That Plaintiff states to the Court and hereby agrees that she has aggregated all claims that are and could be derivative of the incidents, acts, and/or omissions alleged in the case styled Margie M. Robinson, as the Personal Representative of the Estate of Christina Dawn Tahhahwah, Deceased v. City of Lawton, et. al., Western District of Oklahoma, Case No. CIV-16-869-F, and that the terms of this Settlement Agreement are fair and encompass all such claims;

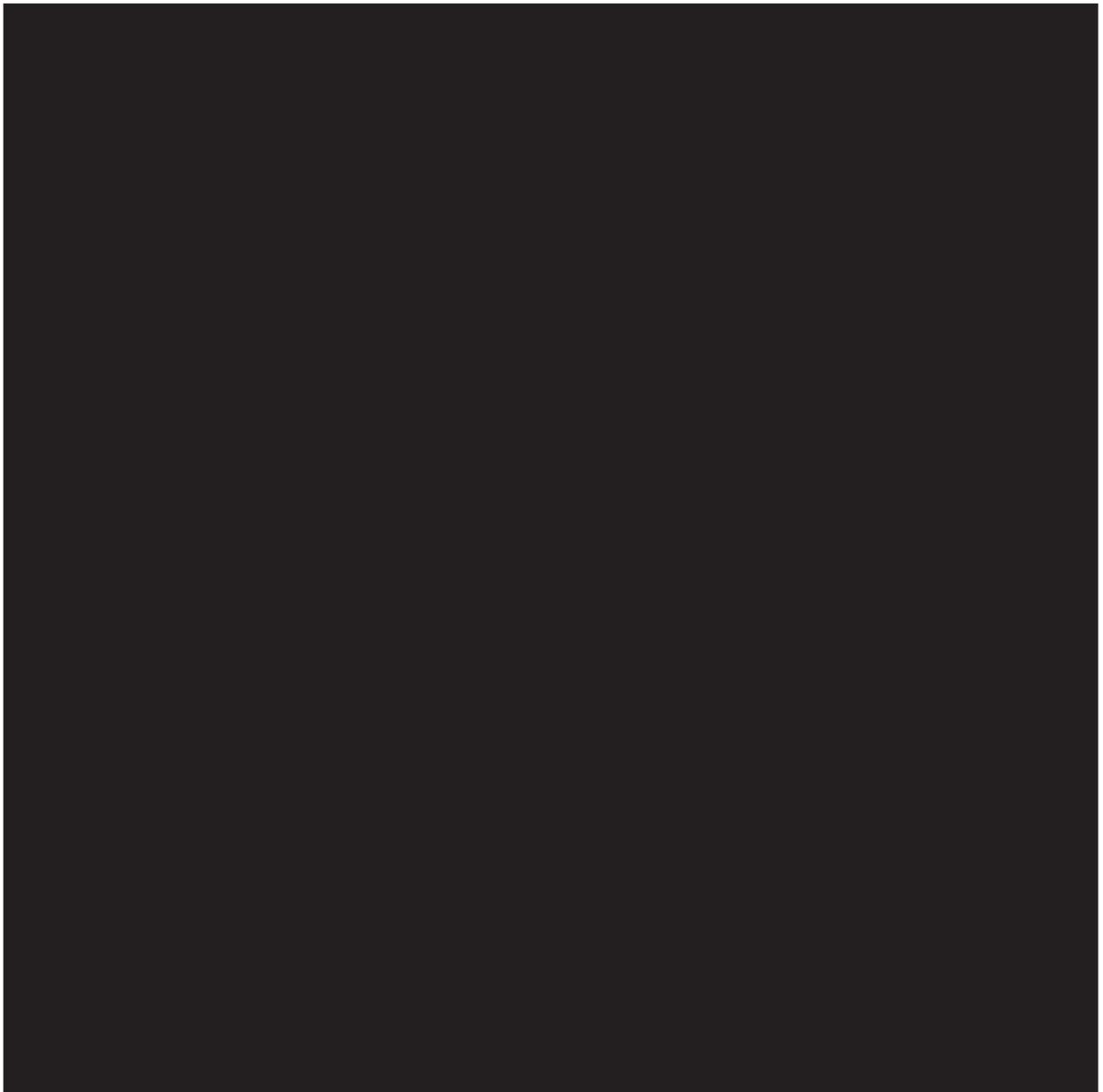
6. That Plaintiff agrees to supply a duly executed Release and Indemnification Agreement to the City of Lawton and its officials and employees;

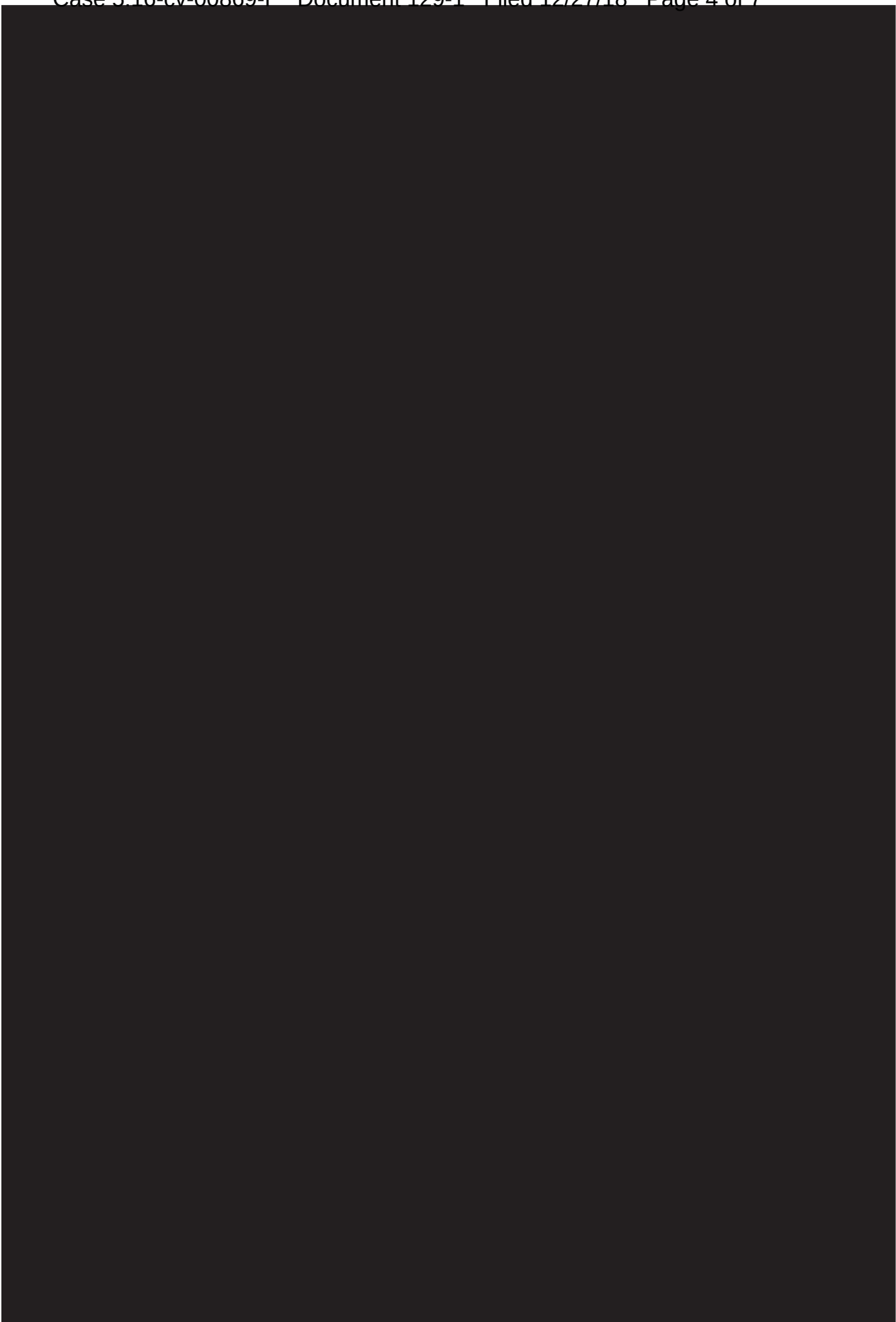
7. That Plaintiff understands and agrees that by accepting settlement of this lawsuit she is waiving any right to collect any further compensation for past, present or future damages against the City of Lawton and its officials and employees as they relate

to all claims alleged, or which could have or should have been alleged, in the case styled Margie M. Robinson, as the Personal Representative of the Estate of Christina Dawn Tahhahwah, Deceased v. City of Lawton, et. al., Western District of Oklahoma, Case No. CIV-16-869-F, and that she fully understands the terms of this settlement; and

8. That each party shall bear their own attorneys fees and costs incurred in connection with this litigation.

9. STRUCTURED SETTLEMENT:

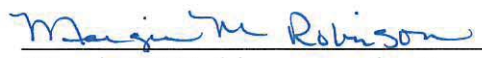








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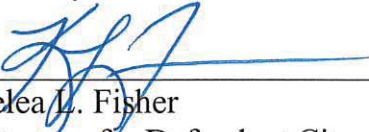
Margie M. Robinson, as the Personal
Representative of the Estate of Christina
Dawn Tahhahwah, Deceased
Plaintiff



Barrett Bowers
Attorney for Plaintiff



Woodrow Glass
Attorney for Plaintiff



Kelea L. Fisher
Attorney for Defendant City of Lawton